

Donald
Webster/R4/USEPA/US

05/18/2009 08:49 AM

To "Don Williams" <dwilliams@iceindustries.com>

cc

bcc

Subject Re: Comments concerning Grenada Manufacturing

Thanks Don. I didn't remember this agreement. I remember the land use restrictions of course. Does Textron have a signed copy? It would help if I had a signed copy. Don

"Don Williams"

Mr. Webster,

05/15/2009 05:23:40 PM



"Don Williams"

<dwilliams@iceindustries.com>

05/15/2009 05:23 PM

To Donald Webster/R4/USEPA/US@EPA

cc

Subject Comments concerning Grenada Manufacturing

Mr. Webster,

Enclosed are excerpts from a letter from Mr. David Nunn to Ice Industries commenting on your e-mail concerning name change on the permit. Also enclosed are letters from 2004 detailing EPA's agreement to keep Grenada Manufacturing LLC as the permittee.

"We went to great lengths to structure things to avoid Ice being added to the hazardous waste permit and to avoid Ice taking ownership of any property or lease rights other than in and around the manufacturing facility. Ice is solely operating a "carved out" leased facility. EPA agreed to the structure and concept of the deal and signed off on keeping the bankrupt LLC as the permittee, with Meritor and Textron actually performing the corrective action work required by the permit.

EPA agreed to this to avoid having to deal with the permit holder's bankruptcy (i.e., Grenada Mfg. LLC), which would have left the agency with no viable permittee.

Attached is the letter agreement sent to EPA in 2004, along with the confirmatory letter from the Chief of EPA's RCRA branch approving the agreement..."

"While Meritor and Textron may be performing the work today, it is uncertain if they will continue to perform until it is all completed. In my view, Ice would be well advised to shut operations and vacate the premises before agreeing to be added to the permit..."

"Ultimately, if they renege on the agreement and drive Ice off of the property, everyone loses. That's why the agreement was reached in the first place."

Don Williams

Grenada Stamping and Assembly

BUCKET NO. 644756

635 Highway 332
Grenada, MS 38901
662.226.1161 x 6113
Fax 662.226.1166



grenada mfg rcra agt with epa_20090515_152100.pdf

EASTMAN & SMITH LTD.

ATTORNEYS AT LAW
ONE SEAGATE, 24TH FLOOR
P.O. BOX 10032
TOLEDO, OHIO 43699-0032
WWW.EASTSMITH.COM
TELEPHONE: (419) 241-6000
FAX: (419) 247-1777

FAX TRANSMISSION SHEET

DATE: November 29, 2004
TO: Joan Redleaf Durbin, Esq.
FAX NUMBER: 404-562-9664
FROM: David W. Nunn (1430)
FILE NUMBER: G1106/168126
NUMBER OF PAGES (including this sheet): 16
MESSAGE: Joan, attached is: 1) Don Webster's letter of November 23, 2004; 2) the proposal of November 16, 2004; and 3) the revised deed restrictions dated November 18, 2004. Thanks again for all your help on this matter.

IN CASE OF PROBLEMS DURING TRANSMISSION, CALL OUR FAX PERSONNEL AT (419) 247-1788.

☐ IF CHECKED, PLEASE CONFIRM RECEIPT OF DOCUMENT.

*** HARD COPY WILL ☐ WILL NOT ☒ FOLLOW BY MAIL. ***

Date and Time Sent 11-29 12:14 Sender's Initials TJ

E&S OFFICE USE ONLY

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contact LLC.

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to LLC.

☐ Send to File

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

NOV 23 2004

4WD-RPB

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Don Williams
Plant Environmental Coordinator
Grenada Manufacturing, LLC
635 Highway 332
Grenada, Mississippi 38901

SUBJ: Pending Chapter 11 Bankruptcy
Grenada Manufacturing Facility
EPA ID No. MSD 007 037 278

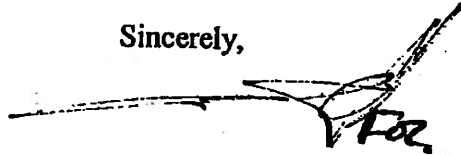
Dear Mr. Williams;

Thank you for meeting with the Environmental Protection Agency (EPA) November 16, 2004 to explain the terms, conditions and financial arrangements for future corrective action at your facility after the bankruptcy of Grenada Manufacturing LLC. EPA has reviewed the proposal dated November 16, 2004, revised November 18, 2004, sent by the purchaser on your behalf; finds it to be acceptable in addressing arrangements for the continuance of the HSWA permit and the implementation of future land use restrictions at the site.

Furthermore, it is EPA's intent to issue a revised and updated HSWA permit to Grenada Manufacturing, LLC for the agreed upon remedy as soon as possible. As a result of the issuance of the HSWA permit for the remedy at the entire site, Grenada Manufacturing, LLC will be required to provide documentation that the financial assurance arrangements for continuation of post closure care at the HSWA units will remain intact. Grenada Manufacturing LLC should be prepared to provide the EPA with copies of its financial assurance agreements with Arvin Meritor and Collins & Aikman, along with any other arrangements for the continuation of corrective action at the site.

If you have any questions or concerns regarding this letter, please contact Mr. Don Webster, your EPA Project Manager, at (404) 562-8469.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon D. Johnston", with a stylized flourish extending from the end.

Jon D. Johnston
Chief, RCRA Programs Branch
Waste Management Division

cc: Toby Cook, MDEQ
John Bozick, ArvinMeritor
Chip Moore, Collins and Aikman
David Nunn, Eastman & Smith LTD.
Howard Ice, Ice Industries Inc.

EASTMAN & SMITH LTD.

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www.eastsmith.com

MAILING ADDRESS:
P.O. BOX 10032
TOLEDO, OHIO 43699-0032

TOLEDO OFFICE:
ONE SEAGATE, 24TH FLOOR
TOLEDO, OHIO 43604
TELEPHONE: (419) 241-6000
FAX: (419) 247-1777

COLUMBUS OFFICE:
100 E. BROAD ST., SUITE 1400
COLUMBUS, OHIO 43215
TELEPHONE: (614) 244-5447
FAX: (614) 244-1505

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MARIA LEMBERT MARKAKIS
CONNIE S. SWEMBA
ALEXANDRA M. STUMP*
ANDREW J. WILHELMS

OF COUNSEL:
HOWARD M. FRIEDMAN

ALSO ADMITTED IN:
*Michigan *Florida **Indiana

WRITER'S DIRECT DIAL: (419) 247-1672
INTERNET MAIL: dwnunn@eastsmith.com

November 16, 2004

Joan Redleaf Durbin, Esq.
Legal Department
United States Environmental
Protection Agency, Region IV
61 Forsyth Street, SW
Atlanta, GA 30303

Mr. Donald Webster
RCRA Programs Branch
United States Environmental
Protection Agency, Region IV
61 Forsyth Street, SW
Atlanta, GA 30303

Re: Grenada Manufacturing LLC – Proposal to EPA and MDEQ
Our File No: G1106/168126

Dear Ms. Redleaf Durbin and Mr. Webster:

We are writing to update and supplement our prior correspondence of October 20, 2004 regarding the Grenada Manufacturing LLC facility located in Grenada, Mississippi. As you know, our client, Grenada Manufacturing Acquisition Corporation, has been working with your agency, the MDEQ, the City of Grenada, the County of Grenada, and others to develop a plan for keeping the Grenada facility operational despite the ongoing bankruptcy of Grenada Manufacturing LLC.

We greatly appreciate the EPA's assistance in helping our client navigate through the environmental permitting issues associated with the Grenada plant. We also appreciate your assistance in developing an approach for allowing our client to take over operations at the facility without the need to assume the existing RCRA hazardous waste permit, while at the same time making acceptable future permitting arrangements with Grenada Manufacturing LLC following its discharge from bankruptcy. The attached updated proposal contains the final terms and conditions for proceeding with this operational transfer at the plant. Again, we want to confirm that, so long as our client completes and/or follows these terms and conditions, it can operate the "carved-out" portion of the Grenada property without the need for a RCRA hazardous waste permit. We would appreciate your written acknowledgment of this fact on behalf of the agency,

Joan Redleaf Durbin, Esq.
Mr. Donald Webster
November 16, 2004
Page 2

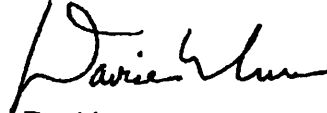
and would also appreciate your forwarding of this proposal to the MDEQ for similar acknowledgment.

If you have any outstanding questions or concerns, please let us know as soon as possible. (We are still awaiting the EPA's comments as to the form of the proposed deed restrictions). As mentioned in our conference call today, bankruptcy counsel for Grenada Manufacturing LLC is hoping to file final pleadings with the bankruptcy court either later this week or early next week.

Thanks again for all your assistance.

Very truly yours,

EASTMAN & SMITH LTD.



David W. Nunn

DWN/lle
Enclosures

cc: Mr. Howard E. Ice (w/encl.)
Jay Gore, Esq. (w/encl.)
Melanie T. Vardaman, Esq. (w/encl.)
Mr. B.J. Anderson (w/encl.)
Mr. Don Williams (w/encl.)
Jeffrey D. Snavelly, Esq. (w/encl.)

UPDATED PROPOSAL TO EPA AND MDEQ BY

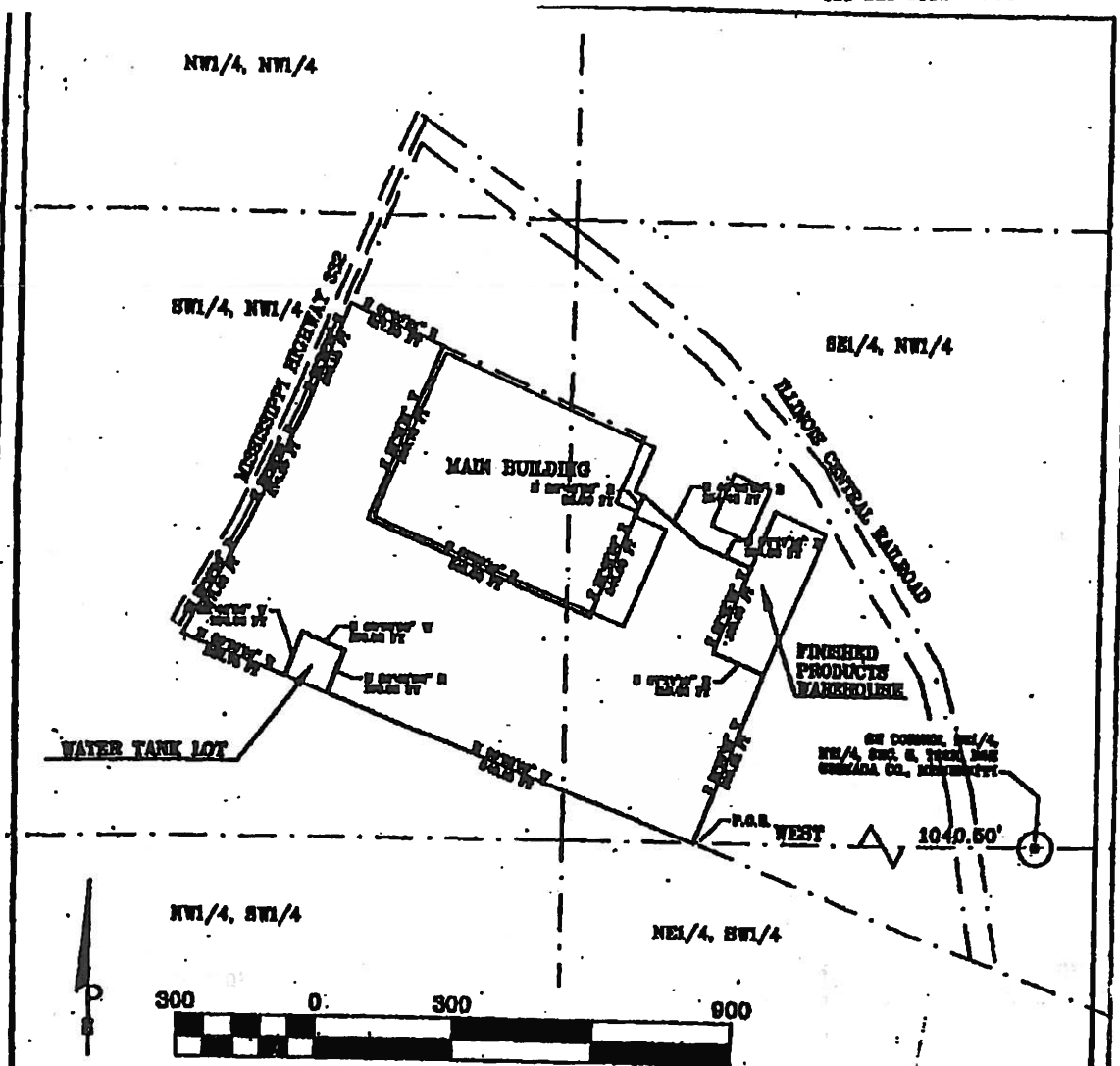
GRENADA ACQUISITION CORP., COUNTY

OF GRENADA, AND CITY OF GRENADA

NOVEMBER 15, 2004

- Core manufacturing assets of Grenada Manufacturing LLC will be acquired by Grenada Acquisition Corp. through the bankruptcy process.
- Grenada Acquisition Corp. will operate the plant using only the "carve-out" property identified in the attached map and following all applicable requirements for small quantity generators of hazardous waste. No active SWMUs or AOCs are in this area of the site. So long as it does not engage in any activities requiring a RCRA hazardous waste permit, Grenada Acquisition Corp. will not be required to obtain or assume such a permit to operate the "carve out" property. A legal survey of the "carve out" property has been completed. (See attachment).
- The "carve-out" property will continue to be owned by the City of Grenada, the County of Grenada, and Grenada Manufacturing LLC, respectively. Each of the owners will retain their contractual indemnification rights previously received from Textron Automotive, although Grenada Manufacturing LLC's contractual rights are subject to the outcome of its ongoing bankruptcy process.
- The City, County, and Grenada Manufacturing LLC will enter into lease agreements with Grenada Acquisition Corp. for their respective portions of the "carve-out" property.
- Bankruptcy counsel for Grenada Manufacturing LLC will make arrangements acceptable to all interested parties in the bankruptcy process, the EPA, and the MDEQ to keep Grenada Manufacturing LLC in existence post-bankruptcy as a legally viable corporate entity. Grenada Manufacturing LLC will retain its existing RCRA permit, as well as its ownership of those portions of the plant property that are both within and outside of the "carve-out" property.
- The lease between Grenada Manufacturing LLC and Grenada Acquisition Corp. will include, among other things, the following terms: 1) Grenada Acquisition Corp. will pay all future property taxes incurred during the lease term by Grenada Manufacturing LLC; 2) Grenada Acquisition Corp. will provide a project manager (Don Williams) who will act solely as the agent of Grenada Manufacturing LLC in coordinating all environmental permitting and corrective action activities at the site with the EPA, MDEQ, Arvin Meritor, and Collins & Aikman; and 3) Grenada Acquisition Corp. will provide reasonable support, if and when needed, to Grenada Manufacturing LLC in the event indemnification claims are ever required to be pursued (and can be pursued) by Grenada Manufacturing LLC in the future against Textron Automotive/Collins & Aikman.

- Arvin Meritor and Collins & Aikman will continue to perform their current environmental-related functions at the site. Pursuant to the above described lease terms, Grenada Acquisition Corp. will provide Grenada Manufacturing LLC with a project manager to work with the EPA, MDEQ, Arvin Meritor and Collins & Aikman in performing these tasks. Also pursuant to the above described lease terms, in the event of a failure to perform by Arvin Meritor and/or Collins & Aikman, Grenada Acquisition Corp. will provide reasonable support to Grenada Manufacturing LLC to assert any indemnification rights it may have to compel performance. The City and County likewise will assert their indemnification rights, as required.
- In the event that modifications to the state or federal RCRA permits would be appropriate in light of the new facility arrangements, Grenada Acquisition Corp. and bankruptcy counsel for Grenada Manufacturing LLC will work with the EPA, the MDEQ, Arvin Meritor, and Collins & Aikman to prepare any required permit modification requests on behalf of Grenada Manufacturing LLC.
- Grenada Acquisition Corp., bankruptcy counsel for Grenada Manufacturing LLC, the City of Grenada, and the County of Grenada will all work cooperatively in recording the attached deed restrictions for the "carve out" property (subject to modification by the EPA and MDEQ) which address groundwater extraction and use limitations; commercial/industrial use restrictions; surface and subsurface demolition, excavation, and drilling restrictions under the plant; and a grant of perpetual access to the property for the EPA, MDEQ, and parties authorized by the agencies to perform environmental-related activities. The deed restrictions will also be expressly enforceable by the EPA, MDEQ, and any local governmental entity with the authority to regulate land use at the site.
- Grenada Acquisition Corp. will either eliminate the use of the existing wastewater treatment plant at the site for operational purposes (this can be accomplished by making arrangements for the direct discharge of plant wastewaters to the City's sanitary sewer), or, alternately, will include a provision in the lease with Grenada Manufacturing LLC allowing it to operate the WWTP.



Scale 1" = 300 ft

DESCRIPTION:

Part of the SE1/4 of the NW1/4, and part of the SW1/4 of the NW1/4, all in Section 5, Township 22 North, Range 5 East, City of Grenada, Grenada County, Mississippi, more particularly described as follows:

Beginning at a point 1040.50 feet west of the SE corner of the SE1/4 of the NW1/4 of said Section 5; proceed thence N 68° 30'00" W 842.15 feet to a fence corner at a water tank; thence around a fence at said water tank as follows, N 22° 42'50" E 100.00 feet, N 68° 30'00" W 100.00 feet, S 22° 42'50" W 100.00 feet to a fence corner; thence N 68° 30'00" W 237.70 feet to the right of way of Mississippi Highway 332; thence along said right of way as follows, N 30° 16'24" E 271.02 feet, N 26° 25'26" E 274.89 feet, N 22° 59'39" E 239.13 feet to a point; thence away from said highway S 67° 00'21" E 217.59 feet to a point; thence S 22° 42'51" W 395.75 feet to a point; thence S 67° 17'10" E 515.00 feet to a point; thence N 22° 42'50" E 245.00 feet to a point; thence N 22° 42'50" E 36.08 feet to a point; thence S 49° 55'55" E 154.43 feet to a point; thence S 67° 17'10" E 124.60 feet to a point; thence S 22° 42'50" W 199.00 feet to a point; thence S 67° 17'10" E 119.00 feet to a point; thence S 21° 30'00" W 395.33 feet to the point of beginning, containing 13.31 acres, more or less.

THIS IS NOT AN OFFICIAL SURVEY. THE DESCRIPTIONS GIVEN HEREON WERE PREPARED FROM PREVIOUS DEEDS AND PARTIAL SURVEYS, AND IN NO WAY SHOULD THIS SECTION BE CONSIDERED AN OFFICIAL SURVEY.

JOE A. SUTHERLAND, JR. P.E.-L.S.

SKETCH

PREPARED BY
JOE A. SUTHERLAND, JR.
GRENADA, MISS. 39031-1000 TEL. (601) 226-8505

CLIENT

GRENADA MANUFACTURING

DRAWN BY JAS

CHECKED BY JAS

DATE 11-03-04

RANDYT.DWG

DRAFT

DECLARATION OF USE RESTRICTIONS

WHEREAS, _____ is the record owner ("Owner") of certain real property situated in the City of Grenada, County of Grenada, State of Mississippi and legally described on Exhibit A attached hereto and incorporated herein by reference and the improvements thereto (the "Property");

WHEREAS, Owner hereby desires to establish and impose certain covenants and restrictions on the Property for the purpose of supporting ongoing environmental activities being completed under the oversight and control of the United States Environmental Protection Agency ("U.S. EPA") and the Mississippi Department of Environmental Quality ("MDEQ"); and

WHEREAS, by imposing the covenants and restrictions to the Property described more fully below, Owner intends and desires to insure that the Property can continue to be used lawfully and safely in the future for commercial and/or industrial purposes;

NOW, THEREFORE, Owner, for itself and its successors and assigns in ownership of the Property, does hereby declare the Property subject to the following perpetual restrictions, covenants and stipulations, to-wit:

1. No person shall install any groundwater wells or extract the groundwater in the uppermost aquifer located at or underlying the Property for any purpose, potable or non-potable, except for groundwater sampling, groundwater investigation, or remedial activities, as warranted and approved by the U.S. EPA and/or MDEQ.

2. The Property is hereby restricted to commercial and/or industrial use only, as those terms are currently defined, or may be defined in the future, by zoning ordinance(s) of the City of Grenada or any other local governmental entity with jurisdiction and authority to regulate the land use at the Property.

3. There shall be no surface or subsurface demolition, excavation, drilling or other similar activities in the former chrome plating line area of the Property identified on Exhibit B that could create exposure to subsurface contaminated media without the prior written approval of the U.S. EPA and MDEQ.

4. Owner hereby grants access to the Property at all reasonable times to the U.S. EPA, the MDEQ, and any private persons authorized and approved by the U.S. EPA and/or the MDEQ to undertake environmental activities on the Property relating in any way to the State of Mississippi Hazardous Waste Management Permit No. HW-007-037-278 or U.S. EPA RCRA Permit No. MSD 007 037 278. All parties granted access to the Property shall conduct their activities on

the Property in a manner which minimizes to the fullest extent possible any disruptions to the use and enjoyment of the Property by Owner, its successors or assigns, and/or any other persons having an ownership or property interest in the Property.

5. Compliance with the Declaration of Use Restrictions contained herein may be enforced by a legal or equitable action brought in a court of competent jurisdiction by or on behalf of one or more of the following parties: (i) the U.S. EPA or its representative, (ii) the MDEQ or its representative; or (iii) any local governmental entity with the jurisdiction and legal authority to regulate land use at the Property. Delay or failure on the part of any of the foregoing parties to take any action to enforce compliance with the Declaration of Use Restrictions shall not bar any subsequent enforcement with respect to the failure of compliance in question, nor shall any delay or failure on the part of any of the foregoing parties to take any action to enforce compliance with the Declaration of Use Restrictions be deemed a waiver of the right of any such party to take any such action with respect to any failure of compliance.

6. Owner hereby reserves unto itself, its successors and assigns, and/or any other persons having an ownership or property interest in the Property all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights, and covenants granted herein.

7. This Declaration of Use Restrictions shall run with the land and be binding upon all current owners of the Property, and all successors and assigns of the Property, or any portion of the Property, including any leasehold interests on the Property or any portion of the Property unless and until the restrictions set forth herein are amended in writing by Owner, its successors or assigns, and approved in writing by the U.S. EPA and MDEQ.

8. This Declaration of Use Restriction shall be recorded in the same manner as a deed in the Office of the Recorder of Grenada County, Mississippi pursuant to [legal authority] and shall be deemed incorporated by reference in any instrument hereafter conveying any interest in the Property.

9. If any one or more provisions of the Declaration of Use Restrictions herein contained shall be found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Declaration of Use Restrictions shall be governed by and interpreted in accordance with the laws of the State of Mississippi.

10. Any instrument hereafter conveying any interest in the Property or any portion thereof shall contain a recital acknowledging this Declaration and providing the recording location of this Declaration.

IN WITNESS WHEREOF, _____ has executed this Declaration of

Use Restrictions as of the day and year first written above.

Signed and acknowledged

in the presence of:

[Owner]

By: _____

Its: _____

Date: _____

STATE OF MISSISSIPPI)

) ss:

COUNTY OF GRENADA)

Before me, a Notary Public, in and for said County, personally appeared _____ as _____ of _____ who acknowledged the signing of the foregoing instrument to be his free act and deed and that of _____ for the uses and purposes therein mentioned.

Witness my hand and Notarial Seal this ____ day of _____, 2004.

(SEAL)

Notary Public
My Commission Expires:

This Instrument Was Prepared By:

The map shows the 'MAIN PLANT BUILDING' and 'SWMU 27 (Chrome Plating Line Area)'. Key features include:

- Wells:** PEZ WELL MW-24, PEZ WELL MW-23, PEZ WELL MW-3, and MW-2.
- Boundaries:** A dashed line runs along the right side, and a solid line runs along the bottom.
- Dimensions:** A distance of 184 is marked along the bottom boundary, and 182 is marked near the bottom right corner.
- Orientation:** A bearing of N 65°34'29" W and a distance of 25.00 are indicated near the bottom right.

FILE: P:\EXINOW\CHILDA\CLOSENLS\CHING LINE-CLOSURE\109-NC-DMT\FOUNT57-3-4.DWG

GEST 6.11.10

SITE LAYOUT MAP

OSY PROJECT NO. 98537.01

FIGURE 2

DRAFT

11/17/04

DECLARATION OF USE RESTRICTIONS

WHEREAS, _____ is the record owner ("Owner") of certain real property situated in the City of Grenada, County of Grenada, State of Mississippi and legally described on Exhibit A attached hereto and incorporated herein by reference and the improvements thereto (the "Property");

WHEREAS, Owner hereby desires to establish and impose certain covenants and restrictions on the Property for the purpose of supporting ongoing environmental activities being completed under the oversight and control of the United States Environmental Protection Agency ("U.S. EPA") and the Mississippi Department of Environmental Quality ("MDEQ"); and

WHEREAS, by imposing the covenants and restrictions to the Property described more fully below, Owner intends and desires to insure that the Property can continue to be used lawfully and safely in the future for commercial and/or industrial purposes;

NOW, THEREFORE, Owner, for itself and its successors and assigns in ownership of the Property, including, without limitation, lessees, does hereby declare the Property subject to the following perpetual restrictions, covenants and stipulations, to-wit:

1. No person shall install any groundwater wells or extract the groundwater in the uppermost aquifer located at or underlying the Property for any purpose, potable or non-potable, except for groundwater sampling, groundwater investigation, or remedial activities, as warranted and approved by the U.S. EPA and/or MDEQ.
2. The Property is hereby restricted to non-residential use only, and shall not be used as a hospital, school, day care facility, or other child-occupied facility, as those terms may be currently defined, or defined in the future, by zoning ordinance(s) of the City of Grenada or any other local governmental entity with jurisdiction and authority to regulate the land use at the Property.
3. There shall be no surface or subsurface demolition, excavation, drilling or other similar activities in the former chrome plating line area of the Property identified on Exhibit B without the prior written approval of the U.S. EPA and MDEQ.
4. Owner hereby grants access to the Property at all reasonable times to the U.S. EPA, the MDEQ, and any private persons authorized and approved by the U.S. EPA and/or the MDEQ to undertake environmental activities on the Property relating in any way to the State of Mississippi Hazardous Waste Management Permit No. HW-007-037-278 or U.S. EPA RCRA Permit No. MSD 007 037 278. All parties granted access to the Property shall conduct their activities on the Property in a manner which minimizes to the fullest extent possible any disruptions to the use

and enjoyment of the Property by Owner, its successors or assigns, and/or any other persons having an ownership or property interest in the Property.

5. This Declaration of Use Restrictions is intended to benefit and protect current and future owners and lessees of the Property (as well as any and all successors and assigns of the Property), adjoining property owners, citizens of the City and County of Grenada, and citizens of the State of Mississippi. Compliance with the Declaration of Use Restrictions contained herein may be enforced by a legal or equitable action brought in a court of competent jurisdiction by or on behalf of one or more of the following parties: (i) the U.S. EPA or its representative, (ii) the MDEQ or its representative; or (iii) any local governmental entity with the jurisdiction and legal authority to regulate land use at the Property. Delay or failure on the part of any of the foregoing parties to take any action to enforce compliance with the Declaration of Use Restrictions shall not bar any subsequent enforcement with respect to the failure of compliance in question, nor shall any delay or failure on the part of any of the foregoing parties to take any action to enforce compliance with the Declaration of Use Restrictions be deemed a waiver of the right of any such party to take any such action with respect to any failure of compliance.

6. Owner hereby reserves unto itself, its successors and assigns, and/or any other persons having an ownership or property interest in the Property all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights, and covenants granted herein.

7. This Declaration of Use Restrictions shall run with the land and be binding upon all current owners and lessees of the Property, and all successors and assigns of the Property, or any portion of the Property, including any leasehold interests on the Property or any portion of the Property unless and until the restrictions set forth herein are amended in writing by Owner, its successors or assigns, and approved in writing by the U.S. EPA and MDEQ.

8. This Declaration of Use Restriction shall be recorded in the same manner as a deed in the Office of the Recorder of Grenada County, Mississippi pursuant to _____ and shall be deemed incorporated by reference in any instrument hereafter conveying any interest in the Property, including, without limitation, any leases or easements.

9. If any one or more provisions of the Declaration of Use Restrictions herein contained shall be found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Declaration of Use Restrictions shall be governed by and interpreted in accordance with the laws of the State of Mississippi.

10. Any instrument hereafter conveying any interest in the Property or any portion thereof shall contain a recital acknowledging this Declaration and providing the recording location of this Declaration.

IN WITNESS WHEREOF, _____ has executed this Declaration of

Use Restrictions as of the day and year first written above.

Signed and acknowledged

in the presence of:

_____ [Owner]

By: _____

Its: _____

Date: _____

STATE OF MISSISSIPPI)
) ss:
COUNTY OF GRENADA)

Before me, a Notary Public, in and for said County, personally appeared _____ as _____ of _____ who acknowledged the signing of the foregoing instrument to be his free act and deed and that of _____ for the uses and purposes therein mentioned.

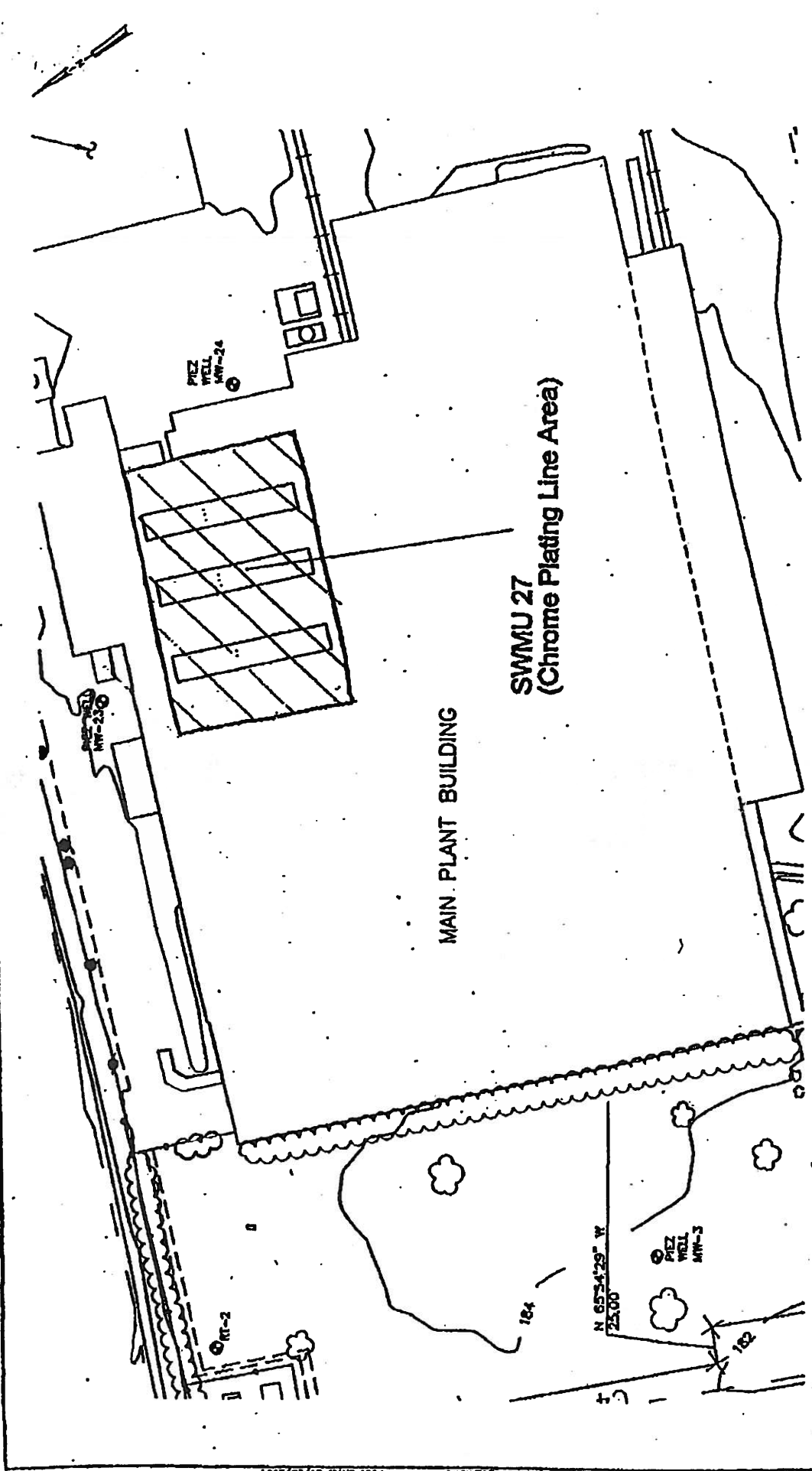
Witness my hand and Notarial Seal this ____ day of _____, 2004.

(SEAL)

Notary Public
My Commission Expires:

This Instrument Was Prepared By:

EXHIBIT B (W/441)



FILED BY: EXHIBIT B (W/441) DATE: 01/23/2004



GRAPHIC SCALE IN FEET



GRENADA MANUFACTURING, LLC
GRENADA, MISSISSIPPI

SITE LAYOUT MAP

GSI PROJECT NO. 98337.01
FIGURE 2

I hereby certify that the within instrument was filed for record

in my office on the 31st day of May, 2005at 3:30 o'clock P.M. and recorded this 31st dayof May, 2005, in Book 332 Page 165

POWELL VANCE, Chancery Clerk

311th
D.C.BOOK **332** PAGE **165**DECLARATION OF USE RESTRICTIONSH/M. Brown

WHEREAS, City of Grenada is the record owner ("Owner") of certain real property situated in the City of Grenada, County of Grenada, State of Mississippi and legally described on Exhibit A attached hereto and incorporated herein by reference and the improvements thereto (the "Property");

WHEREAS, Owner hereby desires to establish and impose certain covenants and restrictions on the Property for the purpose of supporting ongoing environmental activities being completed under the oversight and control of the United States Environmental Protection Agency ("U.S. EPA") and the Mississippi Department of Environmental Quality ("MDEQ"); and

WHEREAS, by imposing the covenants and restrictions to the Property described more fully below, Owner intends and desires to insure that the Property can continue to be used lawfully and safely in the future for commercial and/or industrial purposes;

NOW, THEREFORE, Owner, for itself and its successors and assigns in ownership of the Property, including, without limitation, lessees, does hereby declare the Property subject to the following perpetual restrictions, covenants and stipulations, to-wit:

1. No person shall install any groundwater wells or extract the groundwater in the uppermost aquifer located at or underlying the Property for any purpose, potable or non-potable, except for groundwater sampling, groundwater investigation, or remedial activities, as warranted and approved by the U.S. EPA and/or MDEQ.
2. The Property is hereby restricted to non-residential use only, and shall not be used as a hospital, school, day care facility, or other child-occupied facility, as those terms may be currently defined, or defined in the future, by zoning ordinance(s) of the City of Grenada or any other local governmental entity with jurisdiction and authority to regulate the land use at the Property.
3. There shall be no surface or subsurface demolition, excavation, drilling or other similar activities in the former chrome plating line area of the Property identified on Exhibit B without the prior written approval of the U.S. EPA and MDEQ.
4. Owner hereby grants access to the Property at all reasonable times to the U.S. EPA, the MDEQ, and any private persons (including their contractors, subcontractors and agents) who have not otherwise been granted access to the Property and who are authorized by the U.S. EPA and/or the MDEQ to undertake environmental

activities on the Property relating in any way to the State of Mississippi Hazardous Waste Management Permit No. HW-007-037-278 or U.S. EPA RCRA Permit No. MSD 007 037 278. All parties obtaining or granted access to the Property under this provision shall conduct their activities on the Property in a manner which minimizes to the fullest extent possible any disruptions to the use and enjoyment of the Property by Owner, its successors or assigns, and/or any other persons having an ownership or property interest in the Property.

5. This Declaration of Use Restrictions is intended to benefit and protect current and future owners and lessees of the Property (as well as any and all successors and assigns of the Property), adjoining property owners, citizens of the City and County of Grenada, and citizens of the State of Mississippi. Compliance with the Declaration of Use Restrictions contained herein may be enforced by a legal or equitable action brought in a court of competent jurisdiction by or on behalf of one or more of the following parties: (i) the U.S. EPA or its representative, (ii) the MDEQ or its representative; or (iii) any local governmental entity with the jurisdiction and legal authority to regulate land use at the Property. Delay or failure on the part of any of the foregoing parties to take any action to enforce compliance with the Declaration of Use Restrictions shall not bar any subsequent enforcement with respect to the failure of compliance in question, nor shall any delay or failure on the part of any of the foregoing parties to take any action to enforce compliance with the Declaration of Use Restrictions be deemed a waiver of the right of any such party to take any such action with respect to any failure of compliance.

6. Owner hereby reserves unto itself, its successors and assigns, and/or any other persons having an ownership or property interest in the Property all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights, and covenants granted herein or otherwise previously granted.

7. This Declaration of Use Restrictions shall run with the land and be binding upon all current owners and lessees of the Property, and all successors and assigns of the Property, or any portion of the Property, including any leasehold interests on the Property or any portion of the Property unless and until the restrictions set forth herein are amended in writing by Owner, its successors or assigns, and approved in writing by the U.S. EPA and MDEQ.

8. This Declaration of Use Restriction shall be recorded in the same manner as a deed in the Office of the Chancery Clerk of Grenada, Mississippi, and shall be deemed incorporated by reference in any instrument hereafter conveying any interest in the Property, including, without limitation, any leases or easements.

9. If any one or more provisions of the Declaration of Use Restrictions herein contained shall be found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Declaration of Use Restrictions shall be governed by and interpreted in accordance with the laws of the State of Mississippi.

10. Any instrument hereafter conveying any interest in the Property or any portion thereof shall contain a recital acknowledging this Declaration and providing the recording location of this Declaration.

IN WITNESS WHEREOF, City of Grenada has executed this

Declaration of Use Restrictions as of the day and year first written above.

CITY OF GRENADA, MISSISSIPPI

By:

Dianna Freelon Foster

Its:

MAYOR

Date:

December 14, 2004

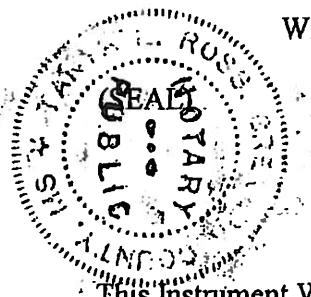
STATE OF MISSISSIPPI)

) ss:

COUNTY OF GRENADA)

Before me, a Notary Public, in and for said County, personally appeared Dianna Freelon-Foster as Mayor of City of Grenada who acknowledged the signing of the foregoing instrument to be his free act and deed and that of Grenada for the uses and purposes therein mentioned.

Witness my hand and Notarial Seal this 14th day of DECEMBER, 2004.



Notary Public

My Commission Expires

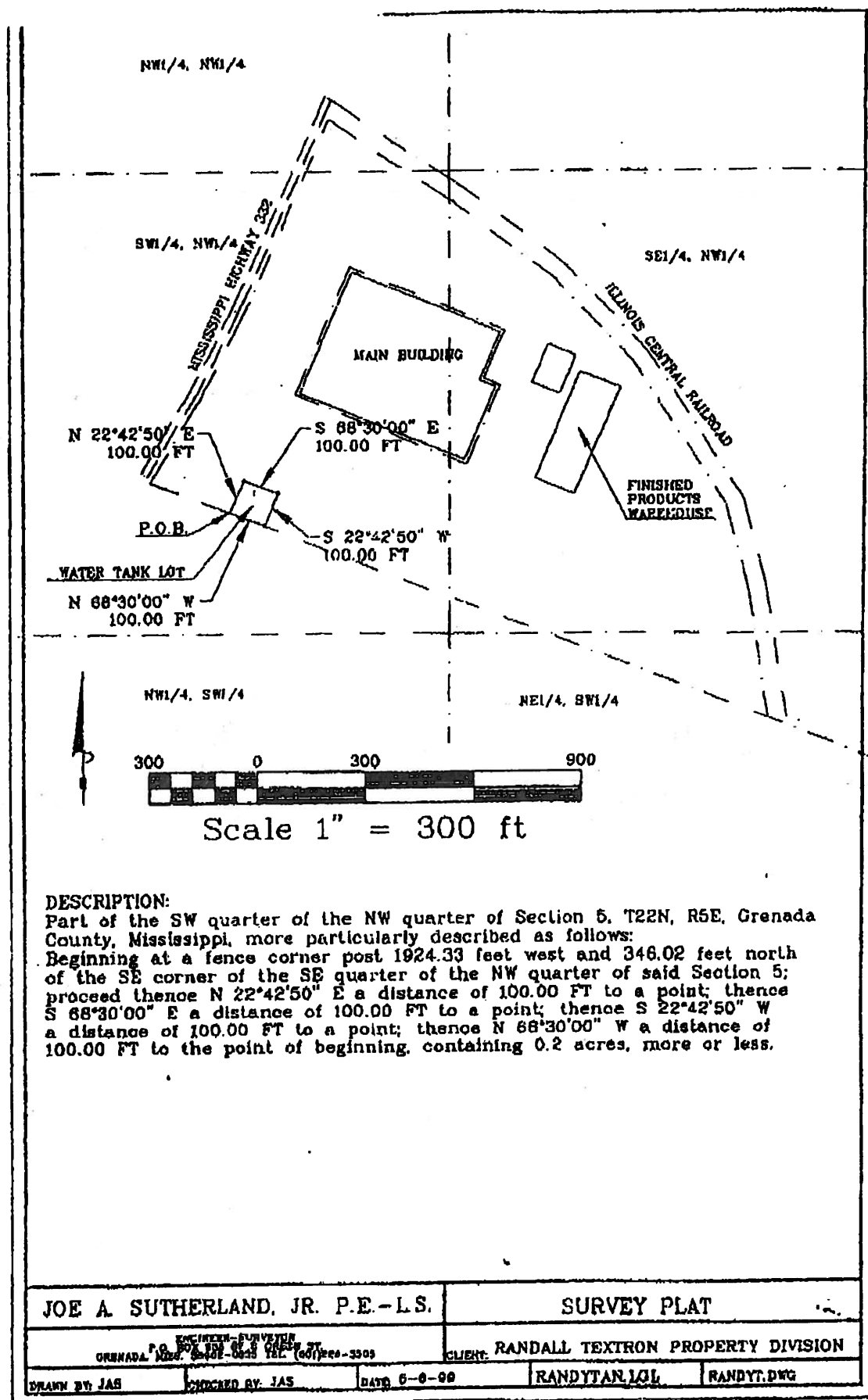
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 17, 2008
BONDED THRU STEGALL NOTARY SERVICE

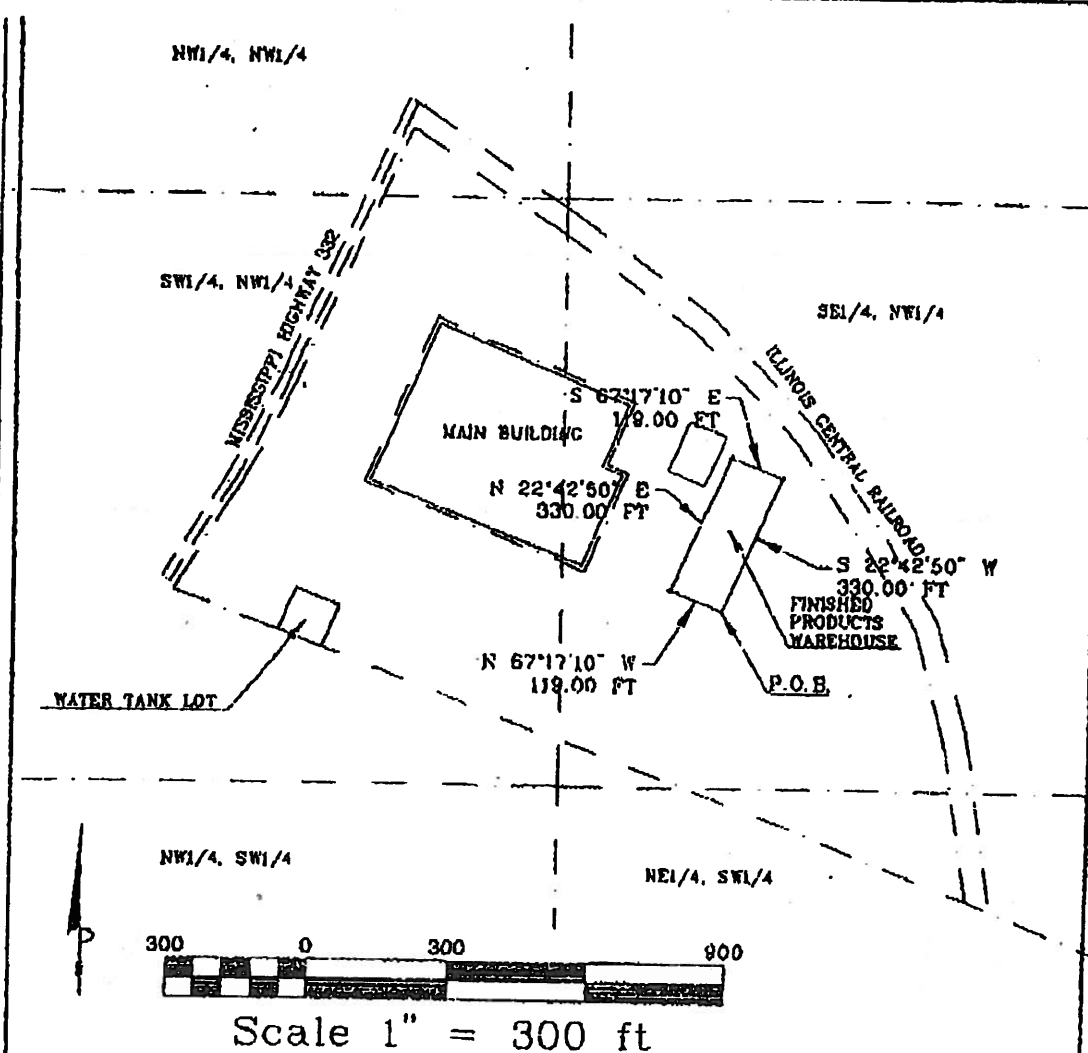
This Instrument Was Prepared By:

Mary A. Brown
Attorney-at-Law
P.O. Box 2046
Grenada, Mississippi 38902
662-226-5878
MS Bar #: 4661

Indexing Instructions

Part of the SE quarter
of the NW quarter of
Section 5, T22N, R5E,
Grenada County,
Mississippi and Part
of the SW quarter of
the NW quarter of
Section 5, T22N, R5E,
Grenada County,
Mississippi





DESCRIPTION:

Part of the SE quarter of the NW quarter of Section 5, T22N, R5E, Grenada County, Mississippi, more particularly described as follows:
Beginning at a point at the corner of the finished products warehouse at Randall Textron, said point being 397.64 feet north and 921.98 feet west of the SE corner of the SE quarter of the NW quarter of said Section 5; proceed thence along said warehouse wall N 67°17'10" W a distance of 119.00 FT to a corner; thence along said wall N 22°42'50" E a distance of 330.00 FT to a corner; thence along said wall S 67°17'10" E a distance of 119.00 FT to a corner; thence along said wall S 22°42'50" W a distance of 330.00 FT to the point of beginning, containing 0.9 acres, more or less.

JOE A. SUTHERLAND, JR. P.E. - L.S.

SURVEY PLAT

GRENADA, MISSISSIPPI 39201-3435 TEL: (601) 269-3505

CLIENT: RANDALL TEXTRON PROPERTY DIVISION

DRAWN BY: JAS

CHECKED BY: JAS

DATE: 6-8-99

RANDYTFN.LGL

RANDYT.DWG

DECLARATION OF USE RESTRICTIONS

WHEREAS, Grenada County is the record owner ("Owner") of certain real property situated in the City of Grenada, County of Grenada, State of Mississippi and legally described on Exhibit A attached hereto and incorporated herein by reference and the improvements thereto (the "Property");

WHEREAS, Owner hereby desires to establish and impose certain covenants and restrictions on the Property for the purpose of supporting ongoing environmental activities being completed under the oversight and control of the United States Environmental Protection Agency ("U.S. EPA") and the Mississippi Department of Environmental Quality ("MDEQ"); and

WHEREAS, by imposing the covenants and restrictions to the Property described more fully below, Owner intends and desires to insure that the Property can continue to be used lawfully and safely in the future for commercial and/or industrial purposes;

NOW, THEREFORE, Owner, for itself and its successors and assigns in ownership of the Property, including, without limitation, lessees, does hereby declare the Property subject to the following perpetual restrictions, covenants and stipulations, to-wit:

1. No person shall install any groundwater wells or extract the groundwater in the uppermost aquifer located at or underlying the Property for any purpose, potable or non-potable, except for groundwater sampling, groundwater investigation, or remedial activities, as warranted and approved by the U.S. EPA and/or MDEQ.
2. The Property is hereby restricted to non-residential use only, and shall not be used as a hospital, school, day care facility, or other child-occupied facility, as those terms may be currently defined, or defined in the future, by zoning ordinance(s) of the City of Grenada or any other local governmental entity with jurisdiction and authority to regulate the land use at the Property.
3. There shall be no surface or subsurface demolition, excavation, drilling or other similar activities in the former chrome plating line area of the Property identified on Exhibit B without the prior written approval of the U.S. EPA and MDEQ.
4. Owner hereby grants access to the Property at all reasonable times to the U.S. EPA, the MDEQ, and any private persons (including their contractors, subcontractors and agents) who have not otherwise been granted access to the Property and who are authorized by the U.S. EPA and/or the MDEQ to undertake environmental activities on the Property relating in any way to the State of Mississippi Hazardous Waste Management Permit No. HW-007-037-278 or U.S. EPA RCRA Permit No. MSD 007 037 278. All parties obtaining or granted access to the Property under this provision shall conduct their activities on the Property in a manner which minimizes to the fullest extent possible any disruptions to the use and enjoyment of the Property by Owner, its

successors or assigns, and/or any other persons having an ownership or property interest in the Property.

5. This Declaration of Use Restrictions is intended to benefit and protect current and future owners and lessees of the Property (as well as any and all successors and assigns of the Property), adjoining property owners, citizens of the City and County of Grenada, and citizens of the State of Mississippi. Compliance with the Declaration of Use Restrictions contained herein may be enforced by a legal or equitable action brought in a court of competent jurisdiction by or on behalf of one or more of the following parties: (i) the U.S. EPA or its representative, (ii) the MDEQ or its representative; or (iii) any local governmental entity with the jurisdiction and legal authority to regulate land use at the Property. Delay or failure on the part of any of the foregoing parties to take any action to enforce compliance with the Declaration of Use Restrictions shall not bar any subsequent enforcement with respect to the failure of compliance in question, nor shall any delay or failure on the part of any of the foregoing parties to take any action to enforce compliance with the Declaration of Use Restrictions be deemed a waiver of the right of any such party to take any such action with respect to any failure of compliance.

6. Owner hereby reserves unto itself, its successors and assigns, and/or any other persons having an ownership or property interest in the Property all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights, and covenants granted herein or otherwise previously granted.

7. This Declaration of Use Restrictions shall run with the land and be binding upon all current owners and lessees of the Property, and all successors and assigns of the Property, or any portion of the Property, including any leasehold interests on the Property or any portion of the Property unless and until the restrictions set forth herein are amended in writing by Owner, its successors or assigns, and approved in writing by the U.S. EPA and MDEQ.

8. This Declaration of Use Restriction shall be recorded in the same manner as a deed in the Office of the Chancery Clerk of Grenada, Mississippi, and shall be deemed incorporated by reference in any instrument hereafter conveying any interest in the Property, including, without limitation, any leases or easements.

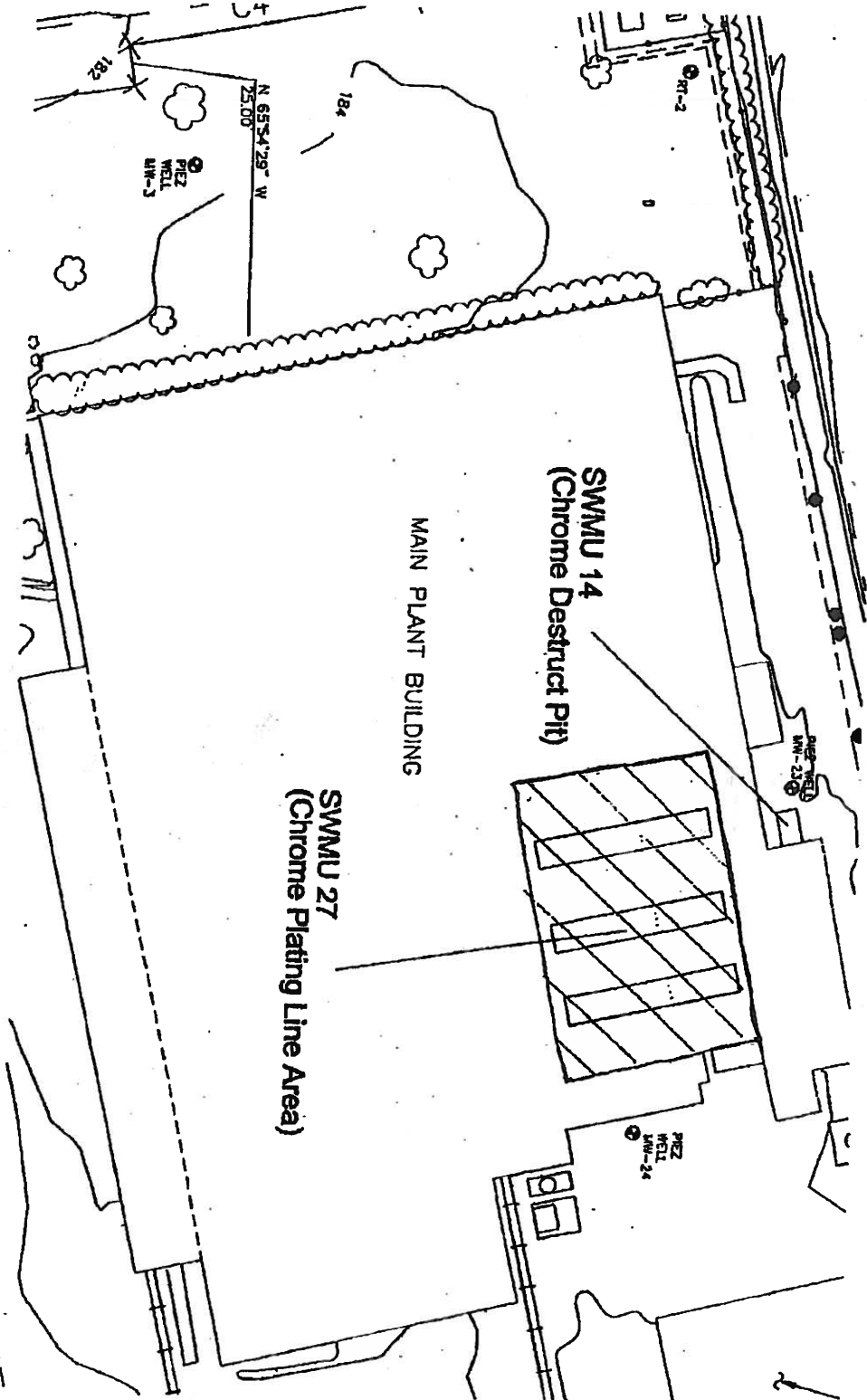
9. If any one or more provisions of the Declaration of Use Restrictions herein contained shall be found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Declaration of Use Restrictions shall be governed by and interpreted in accordance with the laws of the State of Mississippi.

10. Any instrument hereafter conveying any interest in the Property or any portion thereof shall contain a recital acknowledging this Declaration and providing the recording location of this Declaration.

EXHIBIT "B"

FILE: P:\CIVIL\GRENADA\CLOSURES\PLATING LINE CLOSURE\GLOS_REPORT\FIGURE2_3_A.DWG PLOT DATE: 01/23/2004

GRAPHIC SCALE IN FEET
0 30 60 120 180



GEST

Environmental Engineering
1777 Highway 90
Greenville, MS 38901
Tel: 662-226-1166

GRENADA MANUFACTURING, LLC
GRENADA, MISSISSIPPI

CSH PROJECT NO. 9937.01

SITE LAYOUT MAP

FIGURE 2

STATE OF MISSISSIPPI
COUNTY OF GRENADA

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 30th day of March, 2005, the within named C. Columbus Hankins who acknowledged that he is the President of the Board of Supervisors and Powell Vance, and that for and on behalf of Grenada County, as its act and deed, they have executed the above and foregoing instrument, after first having been duly authorized by said county so to do.



Sandra Gail Edwards
Notary Public

March 15

STATE OF MISSISSIPPI
GRENADA COUNTY

CHANCERY CLERK'S
OFFICE

I hereby certify that the within instrument was filed for record
in my office on the 31st day of March, 2005
at 1:23 o'clock P.M. and recorded this 31st day
of March, 2005, in Book 331 Page 102
BY Mary Lee Baker PO. 1100
POWELL VANCE, Chancery Clerk D.C.

HB